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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARTIN ELFAND,  
  
                    Plaintiff,  
  
            v.  
  
WARNER BROS.  
ENTERTAINMENT, INC., and DOES  
1-100,  
  
                    Defendants.

**CASE NO. 2:19-cv-00092-AB-MAA**  
  
**CLASS ACTION**  
  
**~~[PROPOSED]~~ STIPULATED  
PROTECTIVE ORDER**

1     1.     A.     PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than the prosecution and defense of  
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
6 petition the Court to enter the following Stipulated Protective Order. The parties  
7 acknowledge that this Order does not confer blanket protections on all disclosures or  
8 responses to discovery and that the protection it affords from public disclosure and  
9 use extends only to the limited information or items that are entitled to confidential  
10 treatment under the applicable legal principles. The parties further acknowledge, as  
11 set forth in Section 12.3, below, that this Stipulated Protective Order does not, on its  
12 own, entitle them to file confidential information under seal; Civil Local Rule 79-5  
13 sets forth the procedures that must be followed and the standards that will be applied  
14 when a party seeks permission from the Court to file material under seal.

15           B.     GOOD CAUSE STATEMENT

16           This action is likely to involve valuable commercial, financial, and/or  
17 proprietary materials and information for which special protection from public  
18 disclosure and from use for any purpose other than the prosecution and defense of  
19 this action is warranted. Such materials and information consist of, among other  
20 things, confidential business or financial information, information regarding  
21 confidential business practices, or other confidential commercial information  
22 (including information implicating privacy rights of third parties) that is generally  
23 unavailable to the public, or which may be privileged or otherwise protected from  
24 disclosure under state or federal statutes, court rules, case decisions, or common  
25 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
26 resolution of disputes over confidentiality of discovery materials, to adequately  
27 protect information the parties are entitled to keep confidential, to ensure that the  
28 parties are permitted reasonable necessary uses of such material in preparation for

1 and in the conduct of trial, to address their handling at the end of the litigation, and  
2 to serve the ends of justice, a protective order for such information is justified in this  
3 matter. It is the intent of the parties that information will not be designated as  
4 confidential for tactical reasons and that nothing be so designated without a good  
5 faith belief that it has been maintained in a confidential, non-public manner, and  
6 there is good cause why it should not be part of the public record of this case.

7 **2. DEFINITIONS**

8       2.1 Action: Martin Elfand v. Warner Bros. Entertainment Inc., Case No.  
9 2:19-cv-00092-AB-MAA (C.D. Cal.).

10       2.2 Challenging Party: a Party or Non-Party that challenges the designation  
11 of information or items under this Order.

12       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
13 how it is generated, stored or maintained) or tangible things that qualify for  
14 protection under Federal Rule of Civil Procedure 26(c), and, as specified above in  
15 the Good Cause Statement, that a Designating Party believes, in good faith,  
16 embodies, contains or reflects information or material that is used by the  
17 Designating Party in, or pertaining to, its person or business, which information or  
18 material is not generally known and which the Designating Party would normally  
19 not reveal to third parties, including but not limited to confidential commercial,  
20 proprietary, technical, business, financial, sensitive or private information or  
21 material.

22       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24       2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

27       2.6 Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3       2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6       2.8 “HIGHLY CONFIDENTIAL” Information or Items: information that  
7 constitutes CONFIDENTIAL Information and where the disclosure of which to a  
8 Party or non-Party would create a substantial risk of serious financial, competitive,  
9 or other injury that cannot be avoided by less restrictive means.

10       2.9 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13       2.10 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this action.

15       2.11 Outside Counsel of Record: attorneys who are not employees of a party  
16 to this Action but are retained to represent or advise a party to this Action and have  
17 appeared in this Action on behalf of that party or are affiliated with a law firm which  
18 has appeared on behalf of that party, and includes support staff.

19       2.12 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24       2.14 Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
27 and their employees and subcontractors.

28       2.15 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

2       2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
3 from a Producing Party.

4 3. SCOPE

5       The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.

10       Any use of Protected Material at trial shall be governed by the orders of the  
11 trial judge. This Order does not govern the use of Protected Material at trial.

12 4. DURATION

13       Even after final disposition of this litigation, the confidentiality obligations  
14 imposed by this Order shall remain in effect until a Designating Party agrees  
15 otherwise in writing or a court order otherwise directs. Final disposition shall be  
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
17 or without prejudice; and (2) final judgment herein after the completion and  
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
19 including the time limits for filing any motions or applications for extension of time  
20 pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22       5.1 Exercise of Restraint and Care in Designating Material for Protection.  
23 Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents,  
28 items, or communications for which protection is not warranted are not swept

1 unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations  
3 that are shown to be clearly unjustified or that have been made for an improper  
4 purpose (e.g., to unnecessarily encumber the case development process or to impose  
5 unnecessary expenses and burdens on other parties) may expose the Designating  
6 Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it  
8 designated for protection do not qualify for protection, that Designating Party must  
9 promptly notify all other Parties that it is withdrawing the inapplicable designation

10 5.2 Manner and Timing of Designations. Except as otherwise provided in  
11 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
12 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
13 under this Order must be clearly so designated before the material is disclosed or  
14 produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic  
17 documents, but excluding transcripts of depositions or other pretrial or trial  
18 proceedings), that the Producing Party affix at a minimum, the legend  
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter  
20 "CONFIDENTIAL legend"), to each page that contains Protected Material. If only a  
21 portion or portions of the material on a page qualifies for protection, the Producing  
22 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
23 markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection shall be  
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine which  
2 documents, or portions thereof, qualify for protection under this Order. Then, before  
3 producing the specified documents, the Producing Party must affix the  
4 CONFIDENTIAL legend to each page that contains Protected Material, as  
5 appropriate. If only a portion or portions of the material on a page qualifies for  
6 protection, the Producing Party also must clearly identify the protected portion(s)  
7 (e.g., by making appropriate markings in the margins).

8 (b) for testimony given in depositions, that the Designating Party identify  
9 at a deposition, or by written notice within ten (10) days after receipt of a deposition  
10 transcript, the portion or portions of the testimony that contain Protected Material.  
11 Such designations shall be made on the record whenever possible. If designation is  
12 made at a deposition, the court reporter and video technician shall mark the  
13 transcript accordingly, so that the originals of said deposition transcripts and all  
14 copies thereof shall bear the appropriate CONFIDENTIAL legend. If notice is given  
15 within the 10-day period, all counsel receiving such notice shall be responsible for  
16 affixing that legend to any copies of the designated transcript or portion thereof in  
17 their possession. Access to deposition transcripts so designated shall be limited in  
18 accordance with the terms of this Order. Until expiration of the 10-day period, the  
19 entire deposition transcript shall be treated as Protected Material.

20 (c) for information produced in some form other than documentary and for  
21 any other tangible items, that the Producing Party affix in a prominent place on the  
22 exterior of the container or containers in which the information is stored the legend  
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions  
24 of the information warrants protection, the Producing Party, to the extent  
25 practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable  
2 efforts to assure that the material is treated in accordance with the provisions of this  
3 Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
6 designation of confidentiality at any time that is consistent with the Court's  
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process under Local Rule 37.1 et seq. or follow the procedures for  
10 informal, telephonic discovery hearings on the Court's website.

11 6.3 The burden of persuasion in any such challenge proceeding shall be on  
12 the Designating Party. Frivolous challenges, and those made for an improper  
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
14 parties) may expose the Challenging Party to sanctions. Unless the Designating  
15 Party has waived or withdrawn the confidentiality designation, all parties shall  
16 continue to afford the material in question the level of protection to which it is  
17 entitled under the Producing Party's designation until the Court rules on the  
18 challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending, or attempting to settle this Action. Such  
23 Protected Material may be disclosed only to the categories of persons and under the  
24 conditions described in this Order. When the Action has been terminated, a  
25 Receiving Party must comply with the provisions of section 13 below (FINAL  
26 DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a  
28 location and in a secure manner that ensures that access is limited to the persons



1 authorized under this Order.

2       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
3 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
4 Receiving Party may disclose any information or item designated  
5 “CONFIDENTIAL” only to:

6       (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
7 as (i) employees of said Outside Counsel of Record to whom it is reasonably  
8 necessary to disclose the information for this Action, and (ii) contract attorneys, if  
9 any, hired by said Outside Counsel to perform document review functions on behalf  
10 of and at the direction of said Outside Counsel provided that such contract attorneys  
11 have signed the “Acknowledgment and Agreement to Be Bound” that is attached  
12 hereto as Exhibit A;

13       (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15       (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18       (d) the Court and its personnel;

19       (e) court reporters, videographers (and their staff) engaged for depositions,  
20 inspections, hearings, and other proceedings in this Action;

21       (f) professional jury or trial consultants, mock jurors, and Professional  
22 Vendors to whom disclosure is reasonably necessary for this Action and who have  
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24       (g) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information;

26       (h) during their depositions, witnesses, and attorneys for witnesses, in the  
27 Action to whom disclosure is reasonably necessary. Pages of transcribed deposition  
28 testimony or exhibits to depositions that reveal Protected Material may be separately

1 bound by the court reporter and may not be disclosed to anyone except as permitted  
2 under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

6 Unless ordered by the Court or permitted in writing by the Designating Party, any  
7 information or item designated “HIGHLY CONFIDENTIAL” may be disclosed  
8 only to the same people with access to “CONFIDENTIAL” information or items,  
9 **except the following:**

10 (a) the officers, directors, and employees (excluding House Counsel, who  
11 may access the information) of the Receiving Party, or if the Receiving Party is an  
12 individual, then the Receiving Party himself; and

13 (b) any deposition, trial, or hearing witness who did not previously have  
14 access to the “HIGHLY CONFIDENTIAL” information. To the extent a party  
15 believes that a witness who did not previously have access to the “HIGHLY  
16 CONFIDENTIAL” information should nevertheless be shown such information at a  
17 deposition or at trial, then the Designating Party shall consider in good faith whether  
18 the designation may be changed to a “Confidential” designation for that limited  
19 purpose and upon the witness’s written confirmation that he/she will be bound by  
20 this Protective Order. Nothing herein shall be construed as requiring the Designating  
21 Party to agree to provide access or to prevent the Receiving Party from seeking  
22 relief from the Court to allow for the limited access described above.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order  
3 to issue in the other litigation that some or all of the material covered by the  
4 subpoena or order is subject to this Protective Order. Such notification shall include  
5 a copy of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be  
7 pursued by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with  
9 the subpoena or court order shall not produce any information designated in this  
10 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
11 determination by the court from which the subpoena or order issued, unless the  
12 Party has obtained the Designating Party’s permission. The Designating Party shall  
13 bear the burden and expense of seeking protection in that court of its confidential  
14 material and nothing in these provisions should be construed as authorizing or  
15 encouraging a Receiving Party in this Action to disobey a lawful directive from  
16 another court.

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a  
20 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
22 this litigation is protected by the remedies and relief provided by this Order. Nothing  
23 in these provisions should be construed as prohibiting a Non-Party from seeking  
24 additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party’s confidential information in its possession, and the Party is  
27 subject to an agreement with the Non-Party not to produce the Non-Party’s  
28 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-  
2 Party that some or all of the information requested is subject to a confidentiality  
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court within  
10 14 days of receiving the notice and accompanying information, the Receiving Party  
11 may produce the Non-Party's confidential information responsive to the discovery  
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
13 not produce any information in its possession or control that is subject to the  
14 confidentiality agreement with the Non-Party before a determination by the Court.  
15 Absent a court order to the contrary, the Non-Party shall bear the burden and  
16 expense of seeking protection in this Court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
23 persons to whom unauthorized disclosures were made of all the terms of this Order,  
24 and (d) request such person or persons to execute the "Acknowledgment and  
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
27 PROTECTED MATERIAL

28 When a Producing Party gives notice to Receiving Parties that certain

1 inadvertently produced material is subject to a claim of privilege or other protection,  
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
3 Procedure 26(b)(5)(B), *e.g.*, the Receiving Parties must promptly return, sequester,  
4 or destroy the specified information and any copies they have. Similarly, if a  
5 Receiving Party receives information that the Receiving Party believes in good faith  
6 may be subject to a claim of privilege or protection from discovery, the Receiving  
7 Party shall promptly identify the information to the Producing Party and shall  
8 likewise comply with Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
9 is not intended to modify whatever procedure may be established in an e-discovery  
10 order that provides for production without prior privilege review.

11       The parties further agree and stipulate that the production or disclosure of any  
12 information (including documents) in this action that a Producing Party later claims  
13 should not have been produced due to a privilege or protection from discovery,  
14 including but not limited to any attorney-client privilege, work product protection,  
15 joint defense privilege, or settlement privilege, shall not be deemed to waive any  
16 such privilege or protection.

17       Furthermore, when a Producing Party or Receiving Party identifies such  
18 privileged or protected information, a Receiving Party: 1) shall not use, and shall  
19 immediately cease any prior use of, such information; 2) shall take reasonable steps  
20 to retrieve the information from others to whom the Receiving Party disclosed the  
21 information; and 3) upon the resolution of any dispute regarding the applicability of  
22 a claimed privilege, and upon a specific request from the Producing Party, shall  
23 return or destroy all information and copies not previously returned or destroyed  
24 pursuant to this Section 11, *i.e.*, information sequestered, and confirm compliance  
25 within three (3) business days of such request. Notwithstanding this provision, no  
26 party shall be required to return or destroy any information that may exist on any  
27 disaster recovery backup system.

28       No one shall use the fact or circumstances of production of information in this

1 action to argue that any privilege or protection has been waived. Within thirty (30)  
2 days after a Producing Party or Receiving Party identifies the information, and not  
3 thereafter, the Receiving Party may file a motion to compel the production of the  
4 information on the basis that: (a) the information was never privileged or protected  
5 from disclosure; or (b) any applicable privilege or immunity has been waived by  
6 some act other than the production of the information in this action. The Receiving  
7 Party may not reference or make any use of the contents of the information at issue  
8 in connection with such a motion. The Producing Party and the Receiving Party  
9 shall meet and confer in accordance with this Court's rules and procedures before  
10 any such motion.

11 To the extent that any such unintentionally produced material has been used,  
12 included, referenced, or summarized in a pleading, deposition or other proceeding,  
13 nothing in this paragraph shall require a Receiving Party to purge, redact, or excise  
14 any such information that has been used in good faith before a request for the return  
15 of the unintentionally produced material.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
26 only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party's request to file Protected Material  
28 under seal is denied by the Court, then the Receiving Party may file the information

1 in the public record unless otherwise instructed by the Court.

2 12.4 Expert Material. With respect to expert discovery, the following  
3 communications and materials relating to expert witnesses and/or non-testifying  
4 consultants in this litigation shall not be the subject of discovery or inquiry at trial:  
5 (a) drafts of any expert disclosures or analysis (including reports, declarations,  
6 affidavits, or any other form of testimony); (b) communications, whether written or  
7 oral, between an expert or consultant on the one hand and counsel for the Party  
8 retaining said expert or consultant on the other hand; (c) notes or preparatory  
9 materials taken by or on behalf of any expert or consultant; (d) emails, lists,  
10 agendas, outlines, memoranda, presentations, and letters, whether in draft or any  
11 other form, that are provided to, or by or on behalf of, any expert or consultant; and  
12 (e) any other types of preliminary work product created by or on behalf of any  
13 expert or consultant. The foregoing exemptions from discovery shall not apply to  
14 any communications or materials, including those listed above, on which any expert,  
15 in any disclosure, expressly relies as a basis for an opinion. Communications and  
16 materials exempt from discovery under this provision shall be treated as attorney  
17 work product, and need not be listed on any privilege log.

18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within 60  
20 days of a written request by the Designating Party, each Receiving Party must return  
21 all Protected Material to the Producing Party or destroy such material. As used in  
22 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected  
24 Material. Whether the Protected Material is returned or destroyed, the Receiving  
25 Party must submit a written certification to the Producing Party (and, if not the same  
26 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
27 (by category, where appropriate) all the Protected Material that was returned or  
28 destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any  
2 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
5 reports, attorney work product, and consultant and expert work product, even if such  
6 materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Protective Order as set forth in  
8 Section 4 (DURATION).

9 14. Any violation of this Order may be punished by any and all appropriate  
10 measures including, without limitation, contempt proceedings and/or monetary  
11 sanctions.

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13  
14 DATED: August 7, 2019

15 /s/ Jeffrey A. Koncius

16 **JOHNSON & JOHNSON LLP**

17 Neville L. Johnson  
18 Douglas L. Johnson  
19 Jordanna G. Thigpen

20 **KIESEL LAW LLP**

21 Paul R. Kiesel  
22 Jeffrey A. Koncius  
23 Nicole Ramirez

24 **BOUCHER LLP**

25 Raymond P. Boucher  
26 Shehnaz M. Bhujwala

27 Attorneys for Plaintiff  
28



1 DATED: August 7, 2019

2 /s/ Steven A. Marenberg

3 **IRELL & MANELLA LLP**

4 Steven A. Marenberg

5 Josh B. Gordon

6 Andrew J. Strabone

7 Attorneys for Defendant

8

9

10

**ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4**

11 This certifies, pursuant to Local Rule 5-4.3.4, that all signatories to this  
12 document concur in its content and have authorized this filing.

13

14

15

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

17 DATED Aug. 14, 2019

18

19

20   
Honorable Maria A. Audero  
21 United States Magistrate Judge

22

23

24

25

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27

28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on \_\_\_\_\_ in the case of *Martin Elfand v. Warner Bros.*  
8 *Entertainment Inc.*, Case No. 2:19-cv-00092-AB-MAA. I agree to comply with and  
9 to be bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment  
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
12 any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print  
18 or type full name] of \_\_\_\_\_ [print or type  
19 full address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24 Printed name: \_\_\_\_\_

25 Signature: \_\_\_\_\_